



Postal receipt not containing the address of the addressee - Not a valid service - Specific Relief Act, S. 14 , 27, 31 - Unilateral cancellation of an agreement to sell by one party is not allowed, except in certain cases. [PLRonline 417002]

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The production of the postal receipt is not sufficient to prove that the legal notice was sent to the plaintiff. The receipt does not contain the address of the addressee, only their name and city, so it is not possible to confirm that the correct person was served. Furthermore, with so many people with the same name living in the same city, it is not possible to rule out that the notice was not sent to the intended recipient.

Specific Relief Act, Section 14 , 27, 31 - Unilateral cancellation of an [agreement to sell](#) by one party is not allowed, except in certain cases. If a defendant raises this as a defence in a suit for [specific performance](#), the court can ignore it. The Specific Relief Act has provisions to prevent this defence from frustrating a suit for specific performance. If a party claims the right to revoke or rescind the [agreement](#), they must seek a declaration from the court under Sections 27 and 31 of the Specific Relief Act.

Tags: [advocate](#), [Agreement to sell](#), [Agreement to sell - Cancellation](#), [Contract](#), [def](#), [Discharge](#), [Earnest money](#), [Evidence](#), [FIR](#), [Gm](#), [Interest](#), [Judgment](#), [Loan](#), [Punjab and Haryana](#), [Rajbir Sehwat J](#), [Readiness](#), [Reasons](#), [Second Appeal](#), [Service](#), [Specific Performance](#), [Specific Relief Act S. 14](#), [Specific Relief Act S. 27](#), [Specific Relief Act S. 31](#), [Termination](#), [Title](#), [Will](#), [Writ](#), [Written Statement](#)